

<i>SERFF Tracking Number:</i>	<i>ELAS-126992475</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47745</i>
<i>Company Tracking Number:</i>	<i>2010QPRG</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Gateway</i>		
<i>Project Name/Number:</i>	<i>Retirement Gateway /2010QPRG</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Retirement Gateway	SERFF Tr Num: ELAS-126992475	State: Arkansas
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 47745
Sub-TOI: A02.1G.002 Flexible Premium	Co Tr Num: 2010QPRG	State Status: Approved-Closed
Filing Type: Form	Author: Frank E Fernandez	Reviewer(s): Linda Bird
	Date Submitted: 01/19/2011	Disposition Date: 01/24/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: 02/28/2011		Implementation Date:

State Filing Description:

General Information

Project Name: Retirement Gateway
 Project Number: 2010QPRG
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.
 Market Type: Group
 Group Market Size: Small and Large
 Overall Rate Impact:

Explanation for Combination/Other:
 Submission Type: New Submission
 Group Market Type: Employer
 Filing Status Changed: 01/24/2011
 State Status Changed: 01/24/2011
 Created By: Frank E Fernandez
 Corresponding Filing Tracking Number:
 Filing Description:
 Please see attached filing letter.

Deemer Date:
 Submitted By: Frank E Fernandez

SERFF Tracking Number: ELAS-126992475 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47745
 Company Tracking Number: 2010QPRG
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Retirement Gateway
 Project Name/Number: Retirement Gateway /2010QPRG

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President greg.prato@axa-equitable.com
 1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]
 New York, NY 10104 212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York
 1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance
 New York,, NY 10104 Group Name: State ID Number:
 (212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 3 forms - \$50.00 each (AR Fee) = \$150.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$150.00	01/19/2011	43906682

SERFF Tracking Number:	ELAS-126992475	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/24/2011	01/24/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Group Annuity Application	Frank E Fernandez	01/19/2011	01/19/2011
Supporting Document	Life & Annuity - Acturial Memo	Frank E Fernandez	01/19/2011	01/19/2011

<i>SERFF Tracking Number:</i>	<i>ELAS-126992475</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2010QPRG</i>		
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<i>Product Name:</i>	<i>Retirement Gateway</i>		
<i>Project Name/Number:</i>	<i>Retirement Gateway /2010QPRG</i>		

Disposition

Disposition Date: 01/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-126992475 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47745

Company Tracking Number: 2010QPRG

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: Retirement Gateway

Project Name/Number: Retirement Gateway /2010QPRG

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Variable Text Memorandum		Yes
Supporting Document	Filing Letter		Yes
Form	Endorsement		Yes
Form (revised)	Group Annuity Application		Yes
Form	Group Annuity Application	Replaced	Yes
Form	Enrollment Form		Yes

SERFF Tracking Number: ELAS-126992475 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47745
 Company Tracking Number: 2010QPRG
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Retirement Gateway
 Project Name/Number: Retirement Gateway /2010QPRG

Amendment Letter

Submitted Date: 01/19/2011

Comments:

Added corrected application form; removed excess actuarial memorandum.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2010 APPQPRG	Application/EGroup nrollment Form	Annuity Application	Initial				0.000	App - Gen - Form 2010 APPQPRG.PDF

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment: Removed excess ABM

ABM - Gen - Forms 2010QPRG, 2010 APPQPRG and 2010ENRL-QP FS RG.PDF

SERFF Tracking Number: ELAS-126992475 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47745

Company Tracking Number: 2010QPRG

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: Retirement Gateway

Project Name/Number: Retirement Gateway /2010QPRG

Form Schedule

Lead Form Number: 2010QPRG

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2010QPRG	Certificate Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	End - Gen - 2010QPRG.p df
	2010 APPQPRG	Application/ Group Annuity Enrollment Application Form	Initial		0.000	App - Gen - Form 2010 APPQPRG.P DF
	2010ENRL- QP FS RG	Application/ Enrollment Form Enrollment Form	Initial		0.000	Enr - Gen - Form 2010ENRL - QP FS RG.PDF

Attached to and made part of your Group Annuity Contract between AXA EQUITABLE LIFE INSURANCE COMPANY and [JP MORGAN CHASE and CO, AS TRUSTEE UNDER THE MEMBERS RETIREMENT TRUST OF AXA EQUITABLE LIFE INSURANCE COMPANY AND THE POOLED TRUST FOR MEMBERS RETIREMENT PLANS OF AXA EQUITABLE LIFE INSURANCE COMPANY]

For Employers or Employer Plan Trustees, IT IS HEREBY AGREED that said contract is amended effective immediately, as follows:

The existing Section 1.25 is replaced with the following:

SECTION 1.25 SEPARATE ACCOUNT

"Separate Account" means Separate Account No. [65], Separate Account No. [47] and any Separate Accounts added to this Contract as described in Part II. A Separate Account may be divided into subaccounts.

The paragraph under SECTION 9.04 is replaced with the following:

SECTION 9.04 ASSET CHARGE

The paragraph under SECTION 9.04 is replaced with the following:

If so specified in the Application, AXA Equitable will withdraw, as of the last Business Day of each calendar quarter, from the amounts held in each [Variable] Investment Option with respect to the Plan an Asset Charge equal to one-fourth of the annual rate stated in the Application. The Transaction Date for the determination and deduction of the Asset Charge is the same. This charge will not exceed 2.00% annually.

For Contracts issued with Endorsement 2005SVF, the following applies:

The last sentence of the first paragraph under item II. is deleted.

Item V. under Stable Value Fund, is added:

V. Separate Account Charge

Assets in the Stable Value Fund will be subject to a daily Separate Account Charge if so specified in the Application. AXA Equitable reserves the right to increase this charge upon 90 days advance written notice, subject to any limit on the amount then required by the Securities and Exchange Commission.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condon
Chairman and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

[JP MORGAN CHASE and CO, AS TRUSTEE UNDER THE MEMBERS RETIREMENT TRUST OF
AXA EQUITABLE LIFE INSURANCE COMPANY AND THE POOLED TRUST FOR MEMBERS
RETIREMENT PLANS OF AXA EQUITABLE LIFE INSURANCE COMPANY]

Agreed to by:

By _____
Title _____
Date _____

Retirement GatewaySM

Group Annuity Application

Home Office:

1290 Avenue of the Americas
New York, New York 10104

Mailing Instructions:

500 Plaza Drive, 2nd Floor
Secaucus, NJ 07094
Attention: 401k Sales Desk
www.axa-equitable.com



AXA EQUITABLE

redefining / standards

PLEASE PRINT

Section A: Plan Information

All sections of the application must be completed in order for it to be executed.

☐ Start-up ☐ Takeover

Full Plan Name (limit 35 characters)

Plan Sponsor Name (Employer)

Plan Sponsor Address

Number Street Suite

City State Zip Code

Mail address — provide an address for overnight mailings

Number Street Suite

City State Zip Code

Plan Sponsor e-mail address

Plan tax identification number

Employer tax identification number

Name of plan contact

Is the Plan Contact authorized to sign on behalf of the Owner?

☐ Yes ☐ No

Phone number

E-mail address

Fax number

Type of entity

☐ Corporation ☐ Partnership
☐ Sole proprietorship ☐ Other (please describe)
☐ LLC/LLP

(If not incorporated, the Securities and Exchange Commission Statement of Satisfaction of Rule 180 must be completed and submitted with this Application.)

If your plan does not have a calendar year end, please indicate your plan year end.

____ / ____ (ie: 9/30)

Section A (continued)

Type of Qualified 401(a) Plan:

☐ Profit Sharing 401(k)* ☐ Money Purchase*
☐ Profit Sharing* ☐ Defined Benefit
☐ Other

* Participant level accounts are maintained under this Contract for these types of qualified plans.

Indicate which sources (contribution types) are available under this plan:

☐ Employee After Tax ☐ QMAC
☐ Employee Salary Deferral ☐ QNEC
☐ Employer Match ☐ Rollover
☐ Employer Profit Sharing ☐ Roth 401(k) Deferrals
☐ QACA Match ☐ Safe Harbor Match
☐ QACA Non-elective ☐ Safe Harbor Non-elective

Are loans permitted under your plan?

☐ Yes ☐ No

Section B: Takeover Plans Only

Original plan effective date

Month Day Year

Name of previous investment provider/recordkeeper

Contact name of previous recordkeeper

Phone number of previous recordkeeper

Current number of eligible employees

Current number of participants

Expected recurring contributions \$

Expected transfer assets \$

Expected liquidation date
Month Day Year

Home Office: AXA EQUITABLE LIFE INSURANCE COMPANY
1290 Avenue of the Americas, New York, New York 10104
E13265

Part B – Contract Charges Schedule

(Please refer to your Customized Fee Quote when completing this section.)

Asset Charge (Contract Section 9.04)

The blended asset charge for the Contract's first year is [1.007]

The Asset Charge is a Quarterly Asset Charge equal to one-fourth of the annual rate shown below. It accrues daily as a percentage of the annual rate shown below equal to the Quarterly Asset Charge divided by the number of days in the calendar quarter and is assessed on the total amount in the Variable Investment Options with respect to the Plan as of each day after any amounts are allocated to or withdrawn from the Variable Investment Options as of such day. The aggregate accrued daily charges are withdrawn as of the end of the last Business day of each calendar quarter. If the last day of a calendar quarter is not a Business Day, then the daily charges for the remaining days in the calendar quarter will be assessed on the total amount in the Variable Investment Options with respect to the Plan as of the end of the Last Business Day in the calendar quarter. The Asset Charge is set annually based on total plan assets in the Contract and average account value.

Withdrawal Charge Schedule (Contract Section 9.01)

I, the Plan Sponsor, elect the [5] year CWC Schedule. (Please complete the schedule below)

Contract Year	CWC%
<u>[1]</u>	3%
2	3%
3	2%
4	2%
5	1%
After 5	<u>[0]</u>

Administrative Charges (Contract Section 9.02)

\$ [50.00] per Participant for the first year (charged on a quarterly basis). Each year this charge is calculated based on average account value on the anniversary of the first contribution.

☐ This charge will be deducted pro rata from Participant Investment Options unless this box is checked to have the charge invoiced to the employer.

Plan Operating Expenses (Contract Section 9.09)

We instruct AXA to pay on our behalf \$ [200.00], per Participant, annually to the Third Party Administrator (TPA) provider named in the Services Recordkeeping Agreement. Such payment shall be made directly to the TPA.

Signatures

Application and Agreement: By signature below of duly authorized person(s), the Employer and the trustee(s) of the Participating Trust, if applicable, hereby:

- acknowledge having received and read this application, the Employer Disclosure Brochure (including appendices), and the Services Recordkeeping Agreement and Adoption Agreement, if applicable;
- acknowledge and understand that I am entering into a separate recordkeeping service agreement with AXA Equitable and understand that I have the option to elect either AXA Equitable's Basic Service or Full Service Recordkeeping Programs;
- acknowledge, understand and agree to the various levels of fees, charges, and funding arrangements under the Contract as described in the Contract Charges Schedule of this application, the Employer Disclosure Brochure (including appendices), and the Services Recordkeeping Agreement, if applicable;
- apply for participation in the Contract as funding vehicle for the Plan;
- acknowledge and understand that no Registered Representative of [AXA Advisors, LLC or AXA Distributors, LLC] has authority to make or modify any contract or agreement on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights or requirements;
- understand that the account value attributable to allocations to the Investment Options may increase or decrease and are not guaranteed as to dollar amount; and
- understand that with respect to the recordkeeping service agreement, the fees for the services provided therein are either billed to the Owner and/or deducted from the Plan Participants' accounts as permitted under the terms of the Plan. By signing below the Owner hereby authorizes AXA Equitable to make such deductions from the Plan Participants' accounts by redeeming sufficient amounts in the accounts (proratably across the Investment Options in a particular Plan Participant's account and proratably across all Participants' accounts) and to remit such amounts to AXA Equitable. The Owner further represents that the Plan permits such deductions and that it has authority under the Plan to give such authorization, and agrees to hold AXA Equitable, its agents, employees and affiliates harmless with respect to any consequences that may follow as a result of such deductions.

Signatures (continued)

In Arkansas, Louisiana, Maryland, New Jersey, New Mexico, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Colorado, District of Columbia, Kentucky, Maine, Tennessee, Virginia, and Washington: WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

In Pennsylvania and all other states: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

In Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

You may want to contact your legal or tax advisor for additional guidance before completing and signing these documents. A copy of the Application should be retained in your files and the original should be given to the Registered Representative for forwarding to AXA Equitable Life Insurance Company ("AXA Equitable"). Your participation in the Contract as funding vehicle for the Plan will become effective only upon acceptance, by signature below, of a duly authorized signatory on AXA Equitable's behalf. At such time a copy of the Contract will be sent to you, and its terms and conditions (including those in this Application) will govern the administration of the Contract and your participation in it. Initial contributions will be accepted by AXA Equitable only after the installation documents have been approved by AXA Equitable.

For Employer:

Print Name of Employer or Officer

City _____ State _____

Signature & Title of Employer or Officer

Date _____

Signature of Plan Contact Listed on Page 1 (if authorized to sign on behalf of the Owner)

Date _____

For Trustee(s): (Only for Basic Service)

Print Name of Trustee

City _____ State _____

Signature of Trustee

Date _____

For AXA Advisors, LLC or AXA Distributors, LLC:

Print Name of AXA Advisor

City _____ State _____

Signature of AXA Advisor

Date _____

Accepted for AXA Equitable (not AXA Advisors, LLC or AXA Distributors LLC):

Print Name of AXA Equitable Officer

Signature of AXA Equitable Officer

EFFECTIVE DATE: _____

CONTRACT NO.: _____

Initial Guaranteed Interest Rate. To be completed by AXA Equitable.**[LIS]** % Rate in effect is as of the date of acceptance of the Contract by AXA Equitable.

Part C — Contract Terms

I. Investment Options — (Contract-Part II) The Investment Options, elected on the Investment Options Attachment of this Application, as described in the Contract are hereby elected as Investment Options to be available under the Contract for the Plan. **No Investment Option under the Contract will be available with respect to the Plan unless checked in the Attachment or later added by a change in your election.** Any such change must be made in keeping with AXA Equitable's rules and on AXA Equitable's form received in its Processing Office. AXA Equitable reserves the right not to accept an election to add an Investment Option after this initial election. Rules regarding the election of a maximum number of Investment Options are described in the Investment Options Attachment.

II. Guaranteed Interest Rate(s) — (Contract Section 2.01) If the Guaranteed Interest Option is elected, the initial Guaranteed Interest Rate(s) is shown on the signature page. A rate of 1.00% applies as the Minimum Guaranteed Rate under the Contract as described in Section 1.16, "Minimum Guaranteed Rate".

III. Minimum Contributions — (Contract Section 3.01) [Not Applicable.]

IV. Transfer Rules — (Contract Section 4.02) Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless AXA Equitable accepts an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to AXA Equitable's rules then in effect for each such service. AXA Equitable may provide information about our rules and the use of communications services in the contract disclosure document, or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that AXA Equitable makes available may be changed or discontinued at any time. Communications services may be restricted or denied if AXA Equitable determines that you are using such services for market timing or other trading strategies that may disrupt operation of an Investment Fund or have a detrimental effect on the unit value of any Investment Option.

AXA Equitable reserves the right to:

- (a) [refuse any transfer request submitted by an individual or firm engaged in market timing strategies. AXA Equitable will implement any market timing policy of an underlying portfolio;
- (b) defer transfers for up to six months, as described in Section 10.03;
- (c) revise the transfer rules described herein; and
- (d) charge for any transfer after the first four such transfers on behalf of a Participant made in any calendar year, as described in Section 9.03.]

Any action taken pursuant to subsection (c) or (d) above will be made by AXA Equitable upon 90 days advance notice to the Owner.

If the Guaranteed Interest Option is elected, the provisions of Section 4.02 of the Contract shall govern except that the maximum percentage of the amount in the Guaranteed Interest Option which may be transferred, as described in Section 4.02 of the Contract, is the greater of 25% or the total amount transferred during the previous twelve months.

V. Discontinuance of Contributions — (Contract Section 3.02) and Termination of Coverage Under the Contract (Contract Section 5.03)

If the Guaranteed Interest Option is elected, the terms of Section 5.03 apply. Pursuant to Section 5.03, AXA Equitable reserves the right to pay such withdrawal in a single sum in lieu of annual installments, if the aggregate amount held in the Guaranteed Interest Option with respect to the Plan is less than \$1,000,000, or such other amount that AXA Equitable may determine and communicate to the Owner.

VI. Withdrawal Charges — (Contract Section 9.01) and Termination of Coverage Under the Contract (Section 5.03) A withdrawal or termination payment made under Part V of the Contract may be subject to a Withdrawal Charge. The Withdrawal Charge, if applicable, is equal to the amount shown in the **Contract Charges Schedule**. The Charges will be waived as described in item IX below.

VII. Administrative Charge — (Contract Section 9.02) As of the last business day of each calendar quarter, AXA Equitable will withdraw or the Owner will be billed an Administrative Charge from the Annuity Account Value (AAV) as shown in the **Contract Charges Schedule**. AXA Equitable reserves the right to deduct this charge from each Participant's AAV if it is not paid by the Owner. This fee must be deducted from each Participant's AAV if the plan has less than ten (10) Participants.

VIII. Asset Based Charge — (Contract Section 9.04) AXA Equitable will withdraw, as of the last Business Day of each calendar quarter an Asset Charge equal to one-fourth of the annual rate stated in this Application, from the amount held in each Variable Investment Option as shown in the **Contract Charges Schedule**. The Asset Charge annual rate is subject to change (1) on an annual basis dependent upon total plan assets in the Contract and average account value and/or (2) in the event the Employer/Plan Sponsor elects to change the investment options line-up available to Plan participants. The Asset Charge annual rate may also be increased in accordance with Section 9.06 of the Contract.

IX. Separate Account Charge (Stable Value Fund endorsement, if applicable). Assets of Separate Account No. 47 will be subject to a daily asset charge. Each annual rate is comprised of a separate account charge of 1.25% and an investment management and accounting fee of 0.40%. The Separate Account Charge may be increased in accordance with the terms of the Stable Value Fund endorsement.

X. Waiver of Withdrawal Charge — (Contract Section 9.01) Notwithstanding anything in this Application and the Contract to the contrary, no Withdrawal Charge or Market Value Adjustment will be applied in connection with the following:

- (a) Amounts paid in annual installments pursuant to Section 5.03;
- (b) Amounts withdrawn or applied with respect to a Participant for purposes of a "Benefit Distribution" (the definition contained in Section 5.03 applies for this purpose as well) or for purposes of compliance with any qualified domestic relations order as defined in Section 414(p) of the Code;
- (c) Withdrawals of Contributions which are "excess contributions" as such term is defined in Section 401(k)(8)(b) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than the end of the plan year under the Plan following the plan year in which such excess contributions were made;
- (d) Withdrawals of Contributions which are "excess aggregate contributions" as such term is defined in Section 401(m)(6)(B) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than the end of the plan year under the Plan following the plan year in which such excess aggregate contributions were made;
- (e) Withdrawals of amounts which are "excess deferrals" as such term is defined in Section 402(g)(2) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than April 15 following the calendar year in which such excess deferrals were made;
- (f) Refunds of Contributions which are remitted by the Owner due to mistake of fact made in good faith, provided such Contributions, less any loss allocable thereto, are refunded to the Owner (or Plan trustee(s)) within 12 months from the date such Contributions were made and no earnings attributable to such Contributions are included in such repayment;
- (g) Refunds of Contributions which are remitted by the Owner but which are disallowed to the Owner as a deduction for federal income tax purposes, provided such Contributions, less any loss allocable thereto, are refunded to the Owner within (12) twelve months after the disallowance of the deduction has occurred and no earnings attributable to such Contributions are included in such repayment;
- (h) As a result of an in-service withdrawal from the Owner's Plan involving a direct rollover from this Contract to an individual retirement arrangement or qualified plan funded by an AXA Equitable contract.

The amounts described in said items (c) through (g) will be as determined by the Owner and reported to AXA Equitable.

XI. Market Value Adjustment — (Contract Section 9.05) If the Guaranteed Interest Option is elected, the Market Value Adjustment is applicable as described in the Contract.

Retirement Gateway Investment Options Attachment

Employer Name: _____

Plan Name: _____

Please read before you elect your investment options:

- If the GIO is elected, the Stable Value Fund is not available. If the Stable Value Fund is elected, then the EQ/ Money Market Fund must be elected and the GIO is not available. The EQ/ Money Market Fund must be elected if any restricted investment options are elected. **Note: Restricted Investment Options are listed in bold & italics.**
- The maximum number of investment options to be elected, excluding the GIO and Stable Value Fund, must not exceed 75 over the life of the Contract, and 40 at any one time. An investment option that is dropped counts toward the lifetime limit of 75.
- There are two different investment option line-ups and the Asset Charge annual rate is dependent upon which investment line-up is elected. Please see your Employer Disclosure Brochure for more details.

Automatic Investment: Complete this section ONLY if you added this feature to your Plan in the Services Recordkeeping Agreement. For Participant accounts, any investment option may be selected as the Default Fund. It is the plan sponsor's fiduciary obligation to determine the appropriate default fund(s) for the plan.

Default Option for Participant Account (Pick One):

☐ T. Rowe Price Retirement Funds

Contributions will be invested into the appropriate Target Date Fund based on the Participant's Date of Birth and assumed Retirement Age (AXA Equitable uses age 65); **if different you must provide us with your Plan's Retirement Age.** _____

☐ Custom Model: List Investment Option(s) and be sure to check the boxes below to elect them in your Plan.

Investment Option(s) **Percentage (must equal 100%)**

_____	_____
_____	_____
_____	_____

Rebalancing Frequency: (circle one choice if more than one fund is selected)

Annually Semi-Annually Quarterly Monthly

EQ Advisors Trust

- ☐ EQ/AllianceBernstein Small Cap Growth (A7)
- ☐ **EQ/Core Bond Index** (96)
- ☐ EQ/Equity 500 Index (A6)
- ☐ EQ/Franklin Templeton Allocation (6P)
- ☐ EQ/GAMCO Mergers & Acquisitions (25)
- ☐ EQ/GAMCO Small Co. Value (37)
- ☐ **EQ/Global Bond PLUS** (5C)
- ☐ EQ/International Core PLUS (88)
- ☐ EQ/JPMorgan Value Opportunities (72)
- ☐ EQ/Large Cap Growth Index (82)
- ☐ EQ/Large Cap Growth PLUS (77)
- ☐ **EQ/Money Market** (A9)
- ☐ EQ/Montag & Caldwell Growth (34)
- ☐ EQ/Morgan Stanley Mid Cap Growth (08)
- ☐ EQ/Oppenheimer Global (6K)
- ☐ **EQ/PIMCO Ultra Short Bond Portfolio** (28)
- ☐ **EQ/Quality Bond PLUS** (2A)
- ☐ EQ/Small Company Index (97)
- ☐ EQ/Wells Fargo Advantage Omega Growth (83)

AXA Premier VIP Funds

- ☐ AXA Balanced Strategy Portfolio (7E)
- ☐ AXA Conservative Growth Strategy Portfolio (7F)
- ☐ AXA Conservative Strategy Portfolio (7G)
- ☐ AXA Growth Strategy Portfolio (2U)
- ☐ AXA Moderate Growth Strategy Portfolio (2V)
- ☐ AXA Aggressive Allocation (18)
- ☐ **AXA Conservative Allocation** (15)
- ☐ **AXA Moderate Allocation** (A3)
- ☐ **Multimanager Core Bond** (69)
- ☐ Multimanager Mid Cap Growth (59)

Must choose one of the following:

- ☐ Guaranteed Interest Option (GIO)
- ☐ Stable Value Fund

Variable Insurance Trust (Unaffiliated Trust)

- ☐ RSG BlackRock Global Allocation V.I. (3E)
- ☐ RSG Fidelity VIP Contrafund Service (AD)
- ☐ **RSG Fidelity VIP Investment Grade Bond Svc (AU)**
- ☐ RSG Franklin Strategic Income Securities (AV)
- ☐ RG Goldman Sachs VIT Mid Value Svc (1E)
- ☐ RSG Invesco V.I. International Growth (2R)
- ☐ RSG Ivy Funds VIP High Income (3I)

- ☐ RG MFS Var Ins Tr II International Value SC (1C)
- ☐ RSG MFS VIT Utilities SC (AY)
- ☐ RG PIMCO VIT Commodity Real Ret Strat Adv (1I)
- ☐ **RG PIMCO VIT Real Return Adv (5W)**
- ☐ **RG PIMCO VIT Total Return Adv (1H)**
- ☐ **RSG Templeton Global Bond Sec (AT)**

Outside Mutual Funds

American Century

- ☐ Heritage (4O)
- ☐ Mid Cap Value (4P)

BlackRock

- ☐ Basic Value (4J)
- ☐ Capital Appreciation (4Y)
- ☐ Equity Dividend (4Z)
- ☐ Health Sciences Ops (1K)
- ☐ Natural Resources (1J)

Columbia

- ☐ Acorn USA (D6)
- ☐ Balanced (4T)
- ☐ Contrarian Core (4U)
- ☐ Mid Cap Index (4V)
- ☐ Seligman Communications & Info (4X)
- ☐ Small Cap Index (4W)

DWS

- ☐ Large Cap Value (4L)
- ☐ RREEF Real Estate Securities (4M)
- ☐ Technology (4N)

Franklin Templeton

- ☐ Franklin Gold & Precious Metals (UF)
- ☐ Franklin Growth (5O)
- ☐ **Franklin High Income (UJ)**
- ☐ Franklin Small-Mid Cap Growth (UU)
- ☐ Franklin Utilities (5L)
- ☐ Mutual Financial Services (5P)
- ☐ Templeton Foreign (UX)
- ☐ Templeton Income (5M)
- ☐ Templeton World (5N)

Invesco

- ☐ Diversified Dividend Investor (5H)
- ☐ Energy (5J)
- ☐ Equally-Weighted S&P 500 (5G)
- ☐ Mid Cap Core Equity (GL)
- ☐ Special Value (5I)
- ☐ Van Kampen Small Cap Value (3W)

Janus

- ☐ Forty (K2)
- ☐ Overseas (KH)
- ☐ Triton (2E)
- ☐ Perkins Mid Cap Value (2N)

MFS

- ☐ International Growth (4G)
- ☐ Massachusetts Investors Growth Stock (DC)
- ☐ Massachusetts Investors Trust (DK)

Oppenheimer

- ☐ Developing Markets (OI)
- ☐ Global Opportunities (5Q)
- ☐ Rising Dividends (OG)

PIMCO

- ☐ International StocksPLUS TR Strategy (1F)
- ☐ Small Cap StocksPLUS TR (1G)

T. Rowe Price

- ☐ T. Rowe Price Retirement Funds
(*Selecting this series counts as 11 funds toward your active and lifetime limits*)
 - Retirement 2005 Fund (3J)
 - Retirement 2010 Fund (3K)
 - Retirement 2015 Fund (3L)
 - Retirement 2020 Fund (3M)
 - Retirement 2025 Fund (3N)
 - Retirement 2030 Fund (3O)
 - Retirement 2035 Fund (3P)
 - Retirement 2040 Fund (3Q)
 - Retirement 2045 Fund (3R)
 - Retirement 2050 Fund (3S)
 - Retirement 2055 Fund (3T)

Total Number of Investment Options Elected: _____
(excluding GIO or Stable Value Fund)

Retirement Gateway Investment Options Attachment

Employer Name: _____
Plan Name: _____

Please read before you elect your investment options:

- If the GIO is elected, the Stable Value Fund is not available. If the Stable Value Fund is elected, then the EQ/ Money Market Fund must be elected and the GIO is not available. The EQ/ Money Market Fund must be elected if any restricted investment options are elected. **Note: *Restricted Investment Options are listed in bold & italics.***
- The maximum number of investment options to be elected, excluding the GIO and Stable Value Fund, must not exceed 75 over the life of the Contract, and 40 at any one time. An investment option that is dropped counts toward the lifetime limit of 75.
- There are two different investment option line-ups and the Asset Charge annual rate is dependent upon which investment line-up is elected. Please see your Employer Disclosure Brochure for more details.

Automatic Investment: Complete this section ONLY if you added this feature to your Plan in the Services Recordkeeping Agreement. For Participant accounts, any investment option may be selected as the Default Fund. It is the plan sponsor's fiduciary obligation to determine the appropriate default fund(s) for the plan.

Default Option for Participant Account (Pick One):

- ☐ T. Rowe Price Retirement Funds

Contributions will be invested into the appropriate Target Date Fund based on the Participant's Date of Birth and assumed Retirement Age (AXA Equitable uses age 65); if different you must provide us with your Plan's Retirement Age. _____

- ☐ Custom Model: List Investment Option(s) and be sure to check the boxes below to elect them in your Plan.

Investment Option(s)	Percentage (must equal 100%)
_____	_____
_____	_____
_____	_____

Rebalancing Frequency: (circle one choice if more than one fund is selected)
Annually Semi-Annually Quarterly Monthly

EQ Advisors Trust

- | | |
|---|--|
| <input type="checkbox"/> EQ/AXA Franklin Small Cap Value Core (6E)
<input type="checkbox"/> EQ/Boston Advisors Equity Income (33)
<input type="checkbox"/> EQ/Common Stock Index (A5)
<input type="checkbox"/> EQ/Core Bond Index (96)
<input type="checkbox"/> EQ/Davis New York Venture (6O)
<input type="checkbox"/> EQ/Equity 500 Index (A6)
<input type="checkbox"/> EQ/Equity Growth PLUS (94)
<input type="checkbox"/> EQ/Franklin Templeton Allocation (6P)
<input type="checkbox"/> EQ/GAMCO Mergers & Acquisitions (25)
<input type="checkbox"/> EQ/GAMCO Small Company Value (37)
<input type="checkbox"/> EQ/Global Bond PLUS (5C)
<input type="checkbox"/> EQ/Global Multi-Sector Equity (78)
<input type="checkbox"/> EQ/International Core PLUS (88)
<input type="checkbox"/> EQ/International Growth (26)
<input type="checkbox"/> EQ/JPMorgan Value Opportunities (72) | <input type="checkbox"/> EQ/Large Cap Core PLUS (85)
<input type="checkbox"/> EQ/Large Cap Growth Index (82)
<input type="checkbox"/> EQ/Large Cap Growth PLUS (77)
<input type="checkbox"/> EQ/Mid Cap Index (55)
<input type="checkbox"/> EQ/Mid Cap Value PLUS (79)
<input type="checkbox"/> EQ/Money Market (A9)
<input type="checkbox"/> EQ/Montag & Caldwell Growth (34)
<input type="checkbox"/> EQ/Morgan Stanley Mid Cap Growth (08)
<input type="checkbox"/> EQ/Mutual Large Cap Equity (6N)
<input type="checkbox"/> EQ/Oppenheimer Global (6K)
<input type="checkbox"/> EQ/PIMCO Ultra Short Bond Portfolio (28)
<input type="checkbox"/> EQ/Quality Bond PLUS (2A)
<input type="checkbox"/> EQ/Small Company Index (97)
<input type="checkbox"/> EQ/Wells Fargo Advantage Omega Growth (83) |
|---|--|

Must choose one of the following:

- ☐ ☒ Guaranteed Interest Option (GIO)
☐ ☒ Stable Value Fund

AXA Premier VIP Funds

- ☐ AXA Balanced Strategy Portfolio (7E)
- ☐ AXA Conservative Growth Strategy Portfolio (7F)
- ☐ AXA Conservative Strategy Portfolio (7G)
- ☐ AXA Growth Strategy Portfolio (2U)
- ☐ AXA Moderate Growth Strategy Portfolio (2V)

- ☐ AXA Aggressive Allocation (18)
- ☐ *AXA Conservative Allocation (15)*
- ☐ AXA Moderate Allocation (A3)

Variable Insurance Trust (Unaffiliated Trust)

- ☐ RSG BlackRock Global Allocation V.I. (3E)
- ☐ *RSG Fidelity VIP Investment Grade Bond Svc (AU)*
- ☐ *RSG Franklin Strategic Income Securities (AV)*
- ☐ RSG Invesco V.I. Global Real Estate (3F)
- ☐ RSG Invesco V.I. International Growth (2R)
- ☐ *RSG Ivy Funds VIP High Income (3I)*

Outside Mutual Funds

AllianceBernstein

- ☐ Small-Mid Cap Value (4K)

Columbia

- ☐ Dividend Income (4S)
- ☐ Multi-Advisor Small Cap Value (4R)
- ☐ Small Cap Growth (5X)

Franklin Templeton

- ☐ *Franklin High Income (UJ)*
- ☐ Franklin Utilities (5L)

Invesco

- ☐ Charter (5F)

Janus

- ☐ Enterprise (4I)
- ☐ Overseas (5Z)
- ☐ Triton (4H)

MFS

- ☐ Conservative Allocation (4C)
- ☐ Growth Allocation (4B)
- ☐ Growth (4F)
- ☐ Massachusetts Investors Trust (DK)
- ☐ Moderate Allocation (4D)

- ☐ *Multimanager Core Bond (69)*
- ☐ Multimanager Large Cap Core Equity (57)
- ☐ Multimanager Large Cap Value (58)
- ☐ Multimanager Mid Cap Growth (59)
- ☐ Multimanager Mid Cap Value (61)
- ☐ *Multimanager Multi-Sector Bond (4A)*

- ☐ RG Ivy Funds VIP Science and Technology (1B)
- ☐ RG PIMCO VIT Commodity Real Ret Strat Adv (1A)
- ☐ *RG PIMCO VIT Real Return Adv (5W)*
- ☐ RG T. Rowe Price Health Sciences (1D)
- ☐ *RSG Templeton Global Bond Sec (AT)*

Oppenheimer

- ☐ Developing Markets (5T)
- ☐ Gold and Special Minerals (5R)
- ☐ International Diversified (5U)
- ☐ International Growth (5V)
- ☐ Rising Dividends (5S)

T. Rowe Price

- ☐ Growth Stock (4Q)
- ☐ T. Rowe Price Retirement Funds
(Selecting this series counts as 11 funds toward your active and lifetime limits)
 - Retirement 2005 Fund (3J)
 - Retirement 2010 Fund (3K)
 - Retirement 2015 Fund (3L)
 - Retirement 2020 Fund (3M)
 - Retirement 2025 Fund (3N)
 - Retirement 2030 Fund (3O)
 - Retirement 2035 Fund (3P)
 - Retirement 2040 Fund (3Q)
 - Retirement 2045 Fund (3R)
 - Retirement 2050 Fund (3S)
 - Retirement 2055 Fund (3T)

Total Number of Investment Options Elected: _____
(excluding GIO or Stable Value Fund)

Retirement GatewaySM

Enrollment Form

(Full Service)

Mailing Instructions:

Processing Office

P.O. Box 8095, Boston, MA 02266-8095

(800) 528-0204

fax (816) 218-0412

www.axa-equitable.com



AXA EQUITABLE

redefining / standards

PLEASE PRINT

1. Background Information

Participant's First Name, Middle Initial

Last Name

Social Security Number

Participant's Address

Number

Street

Suite

City

State

Zip Code

☐ Male

☐ Female

Date of Birth

Month

Day

Year

Participant's Daytime Phone Number

Participant's Date of Hire

Month

Day

Year

Participant's Eligibility Date

Month

Day

Year

Employer's Name

Contract ID Number

FOR 401(K) PLANS ONLY:

☐ Check this box if you do not wish to contribute.

If contributing to the Plan, please indicate the percentage below:

____ % Salary Deferral Percentage (based on the limitations in your Employer's Plan)

2. Instructions

- ◆ All future contributions, including rollover amounts, will be invested according to the investment percentages you choose in Part 4. These elections may be changed via touch-tone telephone by using our automated voice response unit (VRU) at (866) 440-5980 or the internet at www.axa-equitable.com.
- ◆ If your Employer's plan permits investments in both the Guaranteed Interest Option and the EQ/Money Market Fund, certain limitations may apply to assets transferred out of the Guaranteed Interest Option into any other investment option. Refer to your program summary before allocating any amounts to the Guaranteed Interest Option if your plan also permits use of the Money Market Fund.
- ◆ If your Employer's Plan permits investments in the Stable Value Fund, certain limitations may apply to assets transferred out of the Stable Value Fund before they can be transferred to the Money Market Fund. Refer to your program summary before allocating any amounts to the Stable Value Fund.

3. Beneficiary Designation: To be completed by Participant

(To be completed by Participant).

BENEFICIARY STATEMENT — Check the appropriate box below. If you check B but have not filed a Beneficiary Form, or if the Beneficiary Form is not valid, the Plan Beneficiary Statement below will apply in the event of death.

A. ☐ I hereby agree to the Plan Beneficiary Statement below.

PLAN BENEFICIARY STATEMENT: Unless a beneficiary designation by me is in effect at the time an amount becomes payable, any amount which becomes payable to my Beneficiary under the Plan shall be payable to the first surviving class of the following:

(A1) Widow or Widower

(A2) Surviving Children

(A3) Surviving Parents

(A4) Surviving Brothers and Sisters

(A5) The Executors or Administrators of the person upon whose death the payment becomes due

B. ☐ I have attached a Designation or Change of Beneficiary Form.

Home Office: AXA EQUITABLE LIFE INSURANCE COMPANY
1290 Avenue of the Americas, New York, New York 10104

4. Fund Section

"FundName1"%
"FundName2"%
"FundName3"%
"FundName4"%
"FundName5"%
"FundName6"%
"FundName7"%
"FundName8"%
"FundName9"%
"FundName10"%
Total	100%

These percentages will be used for all contributions received for your account

5. Signatures

PLEASE REVIEW, SIGN AND DATE THIS FORM. This Form must be signed by the Plan Administrator/Trustee and Participant then forwarded to the **Processing Office** address or faxed to **(816) 218-0412**. Elections on this Form become effective upon receipt of this Notice, provided all information is completed correctly. This Form may not be accepted upon failure to complete the Form correctly.

I, the participant, have received and reviewed the program summary that describes the appropriate Retirement Gateway Program.

Fraud warnings:

In Arkansas, Louisiana, Maryland, New Jersey, New Mexico, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Colorado, District of Columbia, Kentucky, Maine, Tennessee, Virginia and Washington: WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

In Pennsylvania and all other states: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

In Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

5. Signatures (continued)

X
Signature of Participant _____ Date _____ Social Security Number _____

X
Signature of Plan Administrator/Trustee _____ Date _____

SERFF Tracking Number: ELAS-126992475 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47745
Company Tracking Number: 2010QPRG
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Retirement Gateway
Project Name/Number: Retirement Gateway /2010QPRG

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Variable Text Memorandum Comments: Attachment: VTM - Gen - Ret Gateway VM w Enr.pdf		

	Item Status:	Status Date:
Satisfied - Item: Filing Letter Comments: Attachment: AR - Filing Letter - Retirement Gateway App Shamlian Susan.pdf		

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material

- Endorsement Form 2010QPRG
 - Application Form 2010 APPQPRG
 - Enrollment Form 2010ENRL-QP FS RG
-

The following comments describe the nature and scope of the illustrative and variable material in the forms. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided.

Endorsement Form 2010QPRG

1. **Page 1:** The name of the trustee and trust may vary by client or change in the future.
2. **Page 1:** The Asset Charge is a quarterly charge which will be applied to the balances in the Investment Options with respect to the Plan. This charge may apply to all Investment Options; however it may be limited to only the Variable Investment Options. If the charge is limited to only the Variable Investment Options, "Variable" will appear.
3. **Page 2:** The names of the Company's officers are bracketed and may change in the future.

Application Form 2010 APPQPRG

1. **Page 1:** The Company's address and telephone number information may change in the future.
2. **Page 1:** The product marketing name that AXA Equitable determines will appear on the application.
3. **Pages 1-6:** These are illustrative numbers, dates, names and administrative details that reflect the facts in a given case. As the information required for the successful installation of a case changes over time, (due to market and/or technology changes) the administrative information will be adjusted.
4. **Page 2:** The Asset Charge is a quarterly charge which will be applied to the balances in the Investment Options with respect to the Plan. This charge may apply to all Investment Options; however it may be limited to only the Variable Investment Options. The application will show how this charge is actually assessed. This charge is designed to cover such expenses as contract underwriting and issuance for plans, employer plan-level recordkeeping, processing transactions and benefit distributions, administratively maintaining the Investment Options, administrative costs (including enrollments and other servicing costs), systems development, legal and technical support, agent compensation, product and financial planning. Administrative costs include such items as salaries, rent, postage, travel, office equipment and stationery, and legal, actuarial, and accounting fees. If the actual costs related to any of these services increase to an extent that the amounts shown in the application do not cover them, AXA Equitable Life has the right to increase such charge. The maximum Asset Charge is 2.00%.
5. **Page 2:** The Withdrawal Charge Schedule with respect to a plan, to be selected by the Plan Sponsor, will be (a) the amounts which currently apply as shown, or (b) the amounts determined as shown in the following alternative scale, or (c) zero. Alternative schedules not shown below may be offered but in no event will such alternative schedule exceed the maximum shown in the application. If AXA Equitable increases the withdrawal charges to exceed that amount, a revised variable text document will be filed with the Department.

Contract Year	Percentage
1	3%
2	2%
3	1%
Thereafter	0%

The Withdrawal Charge basis to apply will be determined based on selections made with respect to the plan at the time the application is completed.

In addition, "Changes," Section 9.06 of the contract, gives AXA Equitable the right to change the Withdrawal Charges with respect to plan contributions made after the effective date of the change or with respect to significant increases in the level of contributions under an existing plan arising from an event such as a plan merger or large transfer into the plan. Each application issued after the date of change will show the charges as changed. The maximum charge is 3%.

6. **Page 2:** The maximum amount of the Administrative Charge is \$65. AXA Equitable reserves the right to change the frequency of this charge. Further, AXA Equitable reserves the right to reduce or waive this charge for plans provided the Employer and AXA Equitable can establish procedures for transactions and reporting that result in actual administrative cost savings. AXA Equitable further reserves the right, to raise the Administrative Charge pursuant to Section 9.06 for plans to reflect actual cost increases including for plan expenses resulting from the Employer's requirements. No charges will be increased above the guaranteed maximums shown in the contract without the Employer's consent.
7. **Page 2:** The Owner may request AXA Equitable to deduct amounts from the Annuity Account Value to pay plan operating expenses to a party designated by the Employer or Employer Plan Trustee in accordance with the Employer's Plan and Trust. This section will appear if elected by the Employer. This amount may vary by plan based on the Employer's expenses, but will not exceed the \$200 per participant maximum amount shown. The frequency and manner of payment of these expenses may vary based on the Employer or Employer Plan Trustee's election.
8. **Page 2:** The current requirements for participation in the contract are stated. If additional features are added to the product in the future such as additional Investment Options offered through a new separate account, this section may be modified accordingly to reference any additional documents required to participate therein.
9. **Page 2:** AXA Equitable's Distribution Channels names may change in the future. AXA Advisors, LLC will distribute this product initially. At a point in time thereafter, AXA Distributors, LLC will also distribute the product. When AXA Distributors, LLC begins to distribute the product its name will appear on the form.
10. **Page 3:** Fraud language may be added or revised as required by state law.
11. **Page 4:** Pursuant to Section 2.01 of the contract, AXA Equitable will determine a minimum Guaranteed Interest Rate for stated periods. The application will state the Rate(s) to apply initially. At AXA Equitable's election, excess interest, at a rate declared in advance, will also be credited.
12. **Page 5:** The minimum Contribution amount is an internal underwriting guideline which is subject to change based on changing conditions particular to the qualified plans marketplace. This may range from "Not Applicable" to \$5 million.
13. **Page 5:** Disintermediation is a potential problem whenever an employer or employer plan trustee elects either the Guaranteed Interest Option or Stable Value Fund along with any of the Separate Account "Restricted" (debt-based) Investment Options. Therefore, item IV of the

application and Section 4.02 of the contract provide that in such circumstances there will be a restriction on amounts that can be transferred from the Guaranteed Interest to another Separate Account. Such restrictions will not apply if only the Unrestricted (equity-based) Investment Options are elected along with the Guaranteed Interest Option.

The application reflects the percentage limit which currently applies to the transfer rules with respect to the Guaranteed Interest Option; that is, 25% of the amount in the Account with respect to each plan on the last day of the preceding calendar year is generally the maximum transfer amount. Pursuant to our right contained in Section 4.04 of the contract, the rules may change if experience shows that the protection against disintermediation intended by the current rules is not sufficient. If so, the application, as well as Section 4.02, will change accordingly. As stated in such Section 4.02, a transfer rule will not be imposed if it would result in a maximum transfer amount of less than 5% of the amount in the Guaranteed Interest Account. This amount may range from 5% to 100%.

It may also be possible that, if the available Investment Options with respect to a Plan do not include an Investment Option for which disintermediation is a concern, such as the Money Market Fund, then no transfer restriction will apply.

Current market timing language is shown in the application. These contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.

14. **Page 5:** AXA Equitable reserves the right to pay upon termination of coverage under the contract amounts allocated to the Guaranteed Interest Option in a lump sum in lieu of annual installments if such amount is less than an amount AXA Equitable determines and communicates to the Employer. Currently the amount is \$1,000,000. This amount may range from \$500,000 to \$2,000,000.
15. **Page 6:** AXA Equitable Life has the right to increase the daily asset charge; however the total maximum charge is 2.00%.
16. **Page 6:** Section 9.01 of the contract gives AXA Equitable the right to waive Withdrawal Charges. Item X of the application lists standard waivers in order to recognize amounts which are deemed benefit distributions under the employer's plan.
17. **Investment Options Attachment, pages 1 & 2:** As provided in Section 2.04 of the contract, the Investment Options then available from AXA Equitable will be listed in the Investment Options Attachment. The Employer will check the Options which are to be available under the contract with respect to the Plan. If AXA Equitable at any time adds, removes or limits Investment Options, pursuant to Sections 2.04 and 2.06 of the contract, the list of Options to be included in the application will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a separate account which has been approved by the New York Insurance Department.

AXA Equitable will offer Variable Investment Options from our menu of institutional funds and proprietary trusts as well as families of mutual funds which will be available through Separate Account No. 65, Separate Account No. 47, or any Separate Account we add in the future. The attachments to the application will reflect the mutual fund families and funds then available from which the employer may select and any rules which apply to selection thereof.

Administrative and/or instructional language herein may change in the future.

Enrollment Form 2010ENRL-QP FS RG

1. **Page 1:** The product marketing name will be shown on the enrollment form.
2. **Pages 1 and 2:** This material should be considered administrative and/or instructional in nature and is subject to change. This includes the address for our processing office, telephone number and the catalog number for the forms.
3. **Page 1:** The Background Information and Instructions reflect the current information required to enroll a participant. If such requirements are modified in the future, these sections will be modified accordingly.
4. **Page 2:** The Separate Account Investment Funds available from Equitable as selected by the Employer and offered to the Participants under the plan will be listed here. Any Separate Account Investment Fund available at any time will be one that has been approved by the New York State Insurance Department. If Equitable at any time, adds, removes, or limits Investment Funds or changes the Separate Account pursuant to the terms of the contract, the list of Investment Funds will be changed accordingly.
5. **Page 2:** Fraud language may be added or revised as required by state law.



Susan Shamlian
Director - Policy Forms
Annuity Product Management & Filing

January 19, 2011

The Honorable Jay Bradford
Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904
Attn.: Policy & Other Form Filings

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
2010QPRG - Group Fixed & Variable Annuity Endorsement
2010 APPQPRG - Group Fixed & Variable Annuity Application
2010ENRL-QP FS RG - Group Fixed & Variable Annuity Enrollment Form

Dear Commissioner :

We are filing for approval the above referenced group flexible premium deferred fixed and variable annuity forms. These are new forms and will not replace any previously approved forms. Upon approval, these forms will be used with certain previously approved forms described below to allow us to introduce a new variable annuity product for use with Internal Revenue Code Section 401(a) and 401(k) plans.

The enclosed forms, Endorsement 2010QPRG, and Application 2010 APPQPRG, and Enrollment 2010ENRL-QP FS RG are for use with Contract 2005GAC-QP, Endorsement 2005MOBO and Endorsement 2005SVF, approved on 05/30/2005 under State File No. Trk#:29194.

The forms are structured to enable their general use among varying employer groups. The variations are explained in the enclosed Memorandum of Variable Material and are designed to enable AXA Equitable to accommodate the specific needs of each employer group.

The Application will specify the features that the Employer has elected in accordance with the terms of its Plan as described below.

The Contract, any Endorsements and/or Riders attached thereto and the Application constitute the entire Contract. The Contract is issued to the Owner. The Owner may be either the Employer or a Trustee of a trust established or adopted by the Employer and will be available as either an allocated or unallocated Contract depending on plan requirements.

The Owner will remit Contributions to us on behalf of the Participants under the Plan. Contribution sources may include the following: employee after tax, employee salary deferral, employer matching contributions, QACA, qualified rollover

AXA Equitable Life Insurance Company
1290 Avenue of the Americas New York NY 10104 Mail Drop 14-05
Tel: (212) 314-6742 Fax: (212) 314-4824 susan.shamlian@axa-equitable.com

or QNEC/QMAC 401(k) and Safe Harbor Employer 401(k). The employer will provide us with the Contribution Source and investment allocations. We will maintain individual accounts for each Participant under the allocated Contracts.

Amounts may be withdrawn from the Contract subject to the provisions of the Owner's Plan, applicable laws and any applicable withdrawal charges. There are waivers under the Contract that would permit a Participant to make a withdrawal without the imposition of a withdrawal charge under specified conditions. Loans are available under the Contract and are subject to the terms of the Owner's Plan.

This product will be offered through both our traditional (agent) and alternate (brokerage) distribution channels. Upon launch it will be available only through our agent channel. At some point in the near future, this product will be offered through our alternate distribution channel.

Upon approval, Application 2010 APPQPRG, will be signed by the Employer and accepted by AXA Equitable for participation under the Contract. The Employer will use the Application to provide us with plan information and to select applicable plan features and optional benefits. For instance, the Employer will select which Investment Options are to be made available to Participants under the Contract in accordance with its Plan, as listed in the Investment Options Attachment to the Application. The Employer selects one of the two enclosed Investment Options Attachments, each which provides a different investment option line-up and applicable asset charge.

Enrollment Form 2010ENRL-QP FS RG will be used to enroll Participants under the Contract.

The Employer may select the following previously approved forms to make additional benefits available to employees under this Contract; Endorsement 2005SVF, which provides a Stable Value Fund investment option, and Endorsement 2005MOBO which allows a book value transfer of amounts from a prior funding vehicle, to be credited under this Contract.

In addition, we have enclosed the Actuarial Basis Memorandum and a Memorandum of Variable Material. Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

If you have any questions or need additional information, you may contact me at (212) 314-6742 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Shamlian". The signature is fluid and cursive, with a long horizontal stroke at the end.

Susan Shamlian
Director - Policy Forms

<i>SERFF Tracking Number:</i>	<i>ELAS-126992475</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47745</i>
<i>Company Tracking Number:</i>	<i>2010QPRG</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Gateway</i>		
<i>Project Name/Number:</i>	<i>Retirement Gateway /2010QPRG</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/19/2011	Form	Group Annuity Application	01/19/2011	App - Gen - Form 2010 APPQPRG.PDF (Superceded)

Retirement GatewaySM

Group Annuity Application

Home Office:
1290 Avenue of the Americas
New York, New York 10104

Mailing Instructions:
500 Plaza Drive, 2nd Floor
Secaucus, NJ 07094
Attention: 401k Sales Desk
www.axa-equitable.com



AXA EQUITABLE

redefining / standards

PLEASE PRINT

Section A: Plan Information

All sections of the application must be completed in order for it to be executed.

☐ Start-up ☐ Takeover

Full Plan Name (limit 35 characters)

Plan Sponsor Name (Employer)

Plan Sponsor Address

Number Street Suite

City State Zip Code

Mail address — provide an address for overnight mailings

Number Street Suite

City State Zip Code

Plan Sponsor e-mail address

Plan tax identification number

Employer tax identification number

Name of plan contact

Is the Plan Contact authorized to sign on behalf of the Owner?

☐ Yes ☐ No

Phone number

E-mail address

Fax number

Type of entity

☐ Corporation ☐ Partnership
☐ Sole proprietorship ☐ Other (please describe)
☐ LLC/LLP

(If not incorporated, the Securities and Exchange Commission Statement of Satisfaction of Rule 180 must be completed and submitted with this Application.)

If your plan does not have a calendar year end, please indicate your plan year end.

____ / ____ (ie: 9/30)

Section A (continued)

Type of Qualified 401(a) Plan:

☐ Profit Sharing 401(k)* ☐ Money Purchase*
☐ Profit Sharing* ☐ Defined Benefit
☐ Other

* Participant level accounts are maintained under this Contract for these types of qualified plans.

Indicate which sources (contribution types) are available under this plan:

☐ Employee After Tax ☐ QMAC
☐ Employee Salary Deferral ☐ QNEC
☐ Employer Match ☐ Rollover
☐ Employer Profit Sharing ☐ Roth 401(k) Deferrals
☐ QACA Match ☐ Safe Harbor Match
☐ QACA Non-elective ☐ Safe Harbor Non-elective

Are loans permitted under your plan?

☐ Yes ☐ No

Section B: Takeover Plans Only

Original plan effective date

Month Day Year

Name of previous investment provider/recordkeeper

Contact name of previous recordkeeper

Phone number of previous recordkeeper

Current number of eligible employees

Current number of participants

Expected recurring contributions \$

Expected transfer assets \$

Expected liquidation date
Month Day Year

Home Office: AXA EQUITABLE LIFE INSURANCE COMPANY
1290 Avenue of the Americas, New York, New York 10104
E13265

Part B – Contract Charges Schedule

(Please refer to your Customized Fee Quote when completing this section.)

Asset Charge (Contract Section 9.04)

The blended asset charge for the Contract's first year is 1.07%

The Asset Charge is a Quarterly Asset Charge equal to one-fourth of the annual rate shown below. It accrues daily as a percentage of the annual rate shown below equal to the Quarterly Asset Charge divided by the number of days in the calendar quarter and is assessed on the total amount in the Variable Investment Options with respect to the Plan as of each day after any amounts are allocated to or withdrawn from the Variable Investment Options as of such day. The aggregate accrued daily charges are withdrawn as of the end of the last Business day of each calendar quarter. If the last day of a calendar quarter is not a Business Day, then the daily charges for the remaining days in the calendar quarter will be assessed on the total amount in the Variable Investment Options with respect to the Plan as of the end of the Last Business Day in the calendar quarter. The Asset Charge is set annually based on total plan assets in the Contract and average account value.

Withdrawal Charge Schedule (Contract Section 9.01)

I, the Plan Sponsor, elect the 5 year CWC Schedule. (Please complete the schedule below)

Contract Year	CWC%
<u>1</u>	3%
2	3%
3	2%
4	2%
5	1%
After 5	<u>0%</u>

Administrative Charges (Contract Section 9.02)

\$ 50.00 per Participant for the first year (charged on a quarterly basis). Each year this charge is calculated based on average account value on the anniversary of the first contribution.

☐ This charge will be deducted pro rata from Participant Investment Options unless this box is checked to have the charge invoiced to the employer.

Plan Operating Expenses (Contract Section 9.09)

We instruct AXA to pay on our behalf \$ 200.00, per Participant, annually to the Third Party Administrator (TPA) provider named in the Services Recordkeeping Agreement. Such payment shall be made directly to the TPA.

Signatures

Application and Agreement: By signature below of duly authorized person(s), the Employer and the trustee(s) of the Participating Trust, if applicable, hereby:

- A. ☐ acknowledge having received and read this application, the Employer Disclosure Brochure (including appendices), and the Services Recordkeeping Agreement and Adoption Agreement, if applicable;
- B. acknowledge and understand that I am entering into a separate recordkeeping service agreement with AXA Equitable and understand that I have the option to elect either AXA Equitable's Basic Service or Full Service Recordkeeping Programs;
- C. acknowledge, understand and agree to the various levels of fees, charges, and funding arrangements under the Contract as described in the Contract Charges Schedule of this application, the Employer Disclosure Brochure (including appendices), and the Services Recordkeeping Agreement, if applicable;
- D. apply for participation in the Contract as funding vehicle for the Plan;
- E. acknowledge and understand that no Registered Representative of AXA Advisors, LLC or AXA Distributors, LLC has authority to make or modify any contract or agreement on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights or requirements;
- F. understand that the account value attributable to allocations to the Investment Options may increase or decrease and are not guaranteed as to dollar amount; and
- G. understand that with respect to the recordkeeping service agreement, the fees for the services provided therein are either billed to the Owner and/or deducted from the Plan Participants' accounts as permitted under the terms of the Plan. By signing below the Owner hereby authorizes AXA Equitable to make such deductions from the Plan Participants' accounts by redeeming sufficient amounts in the accounts (proratably across the Investment Options in a particular Plan Participant's account and proratably across all Participants' accounts) and to remit such amounts to AXA Equitable. The Owner further represents that the Plan permits such deductions and that it has authority under the Plan to give such authorization, and agrees to hold AXA Equitable, its agents, employees and affiliates harmless with respect to any consequences that may follow as a result of such deductions.

Signatures (continued)

In Arkansas, Louisiana, Maryland, New Jersey, New Mexico, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Colorado, District of Columbia, Kentucky, Maine, Tennessee, Virginia, and Washington: WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

In Pennsylvania and all other states: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

In Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

You may want to contact your legal or tax advisor for additional guidance before completing and signing these documents. A copy of the Application should be retained in your files and the original should be given to the Registered Representative for forwarding to AXA Equitable Life Insurance Company ("AXA Equitable"). Your participation in the Contract as funding vehicle for the Plan will become effective only upon acceptance, by signature below, of a duly authorized signatory on AXA Equitable's behalf. At such time a copy of the Contract will be sent to you, and its terms and conditions (including those in this Application) will govern the administration of the Contract and your participation in it. Initial contributions will be accepted by AXA Equitable only after the installation documents have been approved by AXA Equitable.

For Employer:

Print Name of Employer or Officer

City _____ State _____

Signature & Title of Employer or Officer

Date _____

Signature of Plan Contact Listed on Page 1 (if authorized to sign on behalf of the Owner)

Date _____

For Trustee(s): (Only for Basic Service)

Print Name of Trustee

City _____ State _____

Signature of Trustee

Date _____

For AXA Advisors, LLC or AXA Distributors, LLC:

Print Name of AXA Advisor

City _____ State _____

Signature of AXA Advisor

Date _____

Accepted for AXA Equitable (not AXA Advisors, LLC or AXA Distributors LLC):

Print Name of AXA Equitable Officer

Signature of AXA Equitable Officer

EFFECTIVE DATE: _____

CONTRACT NO.: _____

Initial Guaranteed Interest Rate. To be completed by AXA Equitable.**[1.15]** % Rate in effect is as of the date of acceptance of the Contract by AXA Equitable.

Part C – Contract Terms

I. Investment Options — (Contract-Part II) The Investment Options, elected on the Investment Options Attachment of this Application, as described in the Contract are hereby elected as Investment Options to be available under the Contract for the Plan. **No Investment Option under the Contract will be available with respect to the Plan unless checked in the Attachment or later added by a change in your election.** Any such change must be made in keeping with AXA Equitable's rules and on AXA Equitable's form received in its Processing Office. AXA Equitable reserves the right not to accept an election to add an Investment Option after this initial election. Rules regarding the election of a maximum number of Investment Options are described in the Investment Options Attachment.

II. Guaranteed Interest Rate(s) — (Contract Section 2.01) If the Guaranteed Interest Option is elected, the initial Guaranteed Interest Rate(s) is shown on the signature page. A rate of 1.00% applies as the Minimum Guaranteed Rate under the Contract as described in Section 1.16, "Minimum Guaranteed Rate".

III. Minimum Contributions — (Contract Section 3.01) [Not Applicable.]

IV. Transfer Rules — (Contract Section 4.02) Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless AXA Equitable accepts an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to AXA Equitable's rules then in effect for each such service. AXA Equitable may provide information about our rules and the use of communications services in the contract disclosure document, or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that AXA Equitable makes available may be changed or discontinued at any time. Communications services may be restricted or denied if AXA Equitable determines that you are using such services for market timing or other trading strategies that may disrupt operation of an Investment Fund or have a detrimental effect on the unit value of any Investment Option.

AXA Equitable reserves the right to:

- (a) [refuse any transfer request submitted by an individual or firm engaged in market timing strategies. AXA Equitable will implement any market timing policy of an underlying portfolio;
- (b) defer transfers for up to six months, as described in Section 10.03;
- (c) revise the transfer rules described herein; and
- (d) charge for any transfer after the first four such transfers on behalf of a Participant made in any calendar year, as described in Section 9.03.]

Any action taken pursuant to subsection (c) or (d) above will be made by AXA Equitable upon 90 days advance notice to the Owner.

If the Guaranteed Interest Option is elected, the provisions of Section 4.02 of the Contract shall govern except that the maximum percentage of the amount in the Guaranteed Interest Option which may be transferred, as described in Section 4.02 of the Contract, is the greater of [25%] or the total amount transferred during the previous twelve months.

V. Discontinuance of Contributions — (Contract Section 3.02) and Termination of Coverage Under the Contract (Contract Section 5.03)

If the Guaranteed Interest Option is elected, the terms of Section 5.03 apply. Pursuant to Section 5.03, AXA Equitable reserves the right to pay such withdrawal in a single sum in lieu of annual installments, if the aggregate amount held in the Guaranteed Interest Option with respect to the Plan is less than [\$1,000,000] or such other amount that AXA Equitable may determine and communicate to the Owner.

VI. Withdrawal Charges — (Contract Section 9.01) and Termination of Coverage Under the Contract (Section 5.03) A withdrawal or termination payment made under Part V of the Contract may be subject to a Withdrawal Charge. The Withdrawal Charge, if applicable, is equal to the amount shown in the **Contract Charges Schedule**. The Charges will be waived as described in item IX below.

VII. Administrative Charge — (Contract Section 9.02) As of the last business day of each calendar quarter, AXA Equitable will withdraw or the Owner will be billed an Administrative Charge from the Annuity Account Value (AAV) as shown in the **Contract Charges Schedule**. AXA Equitable reserves the right to deduct this charge from each Participant's AAV if it is not paid by the Owner. This fee must be deducted from each Participant's AAV if the plan has less than ten (10) Participants.

VIII. Asset Based Charge — (Contract Section 9.04) AXA Equitable will withdraw, as of the last Business Day of each calendar quarter an Asset Charge equal to one-fourth of the annual rate stated in this Application, from the amount held in each Variable Investment Option as shown in the **Contract Charges Schedule**. The Asset Charge annual rate is subject to change (1) on an annual basis dependent upon total plan assets in the Contract and average account value and/or (2) in the event the Employer/Plan Sponsor elects to change the investment options line-up available to Plan participants. The Asset Charge annual rate may also be increased in accordance with Section 9.06 of the Contract.

IX. Separate Account Charge (Stable Value Fund endorsement, if applicable). Assets of Separate Account No. 47 will be subject to a daily asset charge. Each annual rate is comprised of a separate account charge of 1.25% and an investment management and accounting fee of 0.40%. The Separate Account Charge may be increased in accordance with the terms of the Stable Value Fund endorsement.

X. Waiver of Withdrawal Charge — (Contract Section 9.01) Notwithstanding anything in this Application and the Contract to the contrary, no Withdrawal Charge or Market Value Adjustment will be applied in connection with the following:

- (a) Amounts paid in annual installments pursuant to Section 5.03;
- (b) Amounts withdrawn or applied with respect to a Participant for purposes of a "Benefit Distribution" (the definition contained in Section 5.03 applies for this purpose as well) or for purposes of compliance with any qualified domestic relations order as defined in Section 414(p) of the Code;
- (c) Withdrawals of Contributions which are "excess contributions" as such term is defined in Section 401(k)(8)(b) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than the end of the plan year under the Plan following the plan year in which such excess contributions were made;
- (d) Withdrawals of Contributions which are "excess aggregate contributions" as such term is defined in Section 401(m)(6)(B) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than the end of the plan year under the Plan following the plan year in which such excess aggregate contributions were made;
- (e) Withdrawals of amounts which are "excess deferrals" as such term is defined in Section 402(g)(2) of the Code, including the income thereon, and less any loss allocable thereto, provided the withdrawal is made no later than April 15 following the calendar year in which such excess deferrals were made;
- (f) Refunds of Contributions which are remitted by the Owner due to mistake of fact made in good faith, provided such Contributions, less any loss allocable thereto, are refunded to the Owner (or Plan trustee(s)) within 12 months from the date such Contributions were made and no earnings attributable to such Contributions are included in such repayment;
- (g) Refunds of Contributions which are remitted by the Owner but which are disallowed to the Owner as a deduction for federal income tax purposes, provided such Contributions, less any loss allocable thereto, are refunded to the Owner within (12) twelve months after the disallowance of the deduction has occurred and no earnings attributable to such Contributions are included in such repayment;
- (h) As a result of an in-service withdrawal from the Owner's Plan involving a direct rollover from this Contract to an individual retirement arrangement or qualified plan funded by an AXA Equitable contract.

The amounts described in said items (c) through (g) will be as determined by the Owner and reported to AXA Equitable.

XI. Market Value Adjustment — (Contract Section 9.05) If the Guaranteed Interest Option is elected, the Market Value Adjustment is applicable as described in the Contract.

Retirement Gateway Investment Options Attachment

Employer Name: _____

Plan Name: _____

Please read before you elect your investment options:

- If the GIO is elected, the Stable Value Fund is not available. If the Stable Value Fund is elected, then the EQ/ Money Market Fund must be elected and the GIO is not available. The EQ/ Money Market Fund must be elected if any restricted investment options are elected. **Note: Restricted Investment Options are listed in bold & italics.**
- The maximum number of investment options to be elected, excluding the GIO and Stable Value Fund, must not exceed 75 over the life of the Contract, and 40 at any one time. An investment option that is dropped counts toward the lifetime limit of 75.
- There are two different investment option line-ups and the Asset Charge annual rate is dependent upon which investment line-up is elected. Please see your Employer Disclosure Brochure for more details.

Automatic Investment: Complete this section ONLY if you added this feature to your Plan in the Services Recordkeeping Agreement. For Participant accounts, any investment option may be selected as the Default Fund. It is the plan sponsor's fiduciary obligation to determine the appropriate default fund(s) for the plan.

Default Option for Participant Account (Pick One):

- ☐ T. Rowe Price Retirement Funds

Contributions will be invested into the appropriate Target Date Fund based on the Participant's Date of Birth and assumed Retirement Age (AXA Equitable uses age 65); **if different you must provide us with your Plan's Retirement Age.** _____

- ☐ Custom Model: List Investment Option(s) and be sure to check the boxes below to elect them in your Plan.

Investment Option(s) **Percentage (must equal 100%)**

_____	_____
_____	_____
_____	_____

Rebalancing Frequency: (circle one choice if more than one fund is selected)

Annually Semi-Annually Quarterly Monthly

EQ Advisors Trust

- ☒ EQ/AllianceBernstein Small Cap Growth (A7)
- ☐ **EQ/Core Bond Index** (96)
- ☐ EQ/Equity 500 Index (A6)
- ☐ EQ/Franklin Templeton Allocation (6P)
- ☐ EQ/GAMCO Mergers & Acquisitions (25)
- ☐ EQ/GAMCO Small Co. Value (37)
- ☐ **EQ/Global Bond PLUS** (5C)
- ☐ EQ/International Core PLUS (88)
- ☐ EQ/JPMorgan Value Opportunities (72)
- ☐ EQ/Large Cap Growth Index (82)
- ☐ EQ/Large Cap Growth PLUS (77)
- ☐ **EQ/Money Market** (A9)
- ☐ EQ/Montag & Caldwell Growth (34)
- ☐ EQ/Morgan Stanley Mid Cap Growth (08)
- ☐ EQ/Oppenheimer Global (6K)
- ☐ **EQ/PIMCO Ultra Short Bond Portfolio** (28)
- ☐ **EQ/Quality Bond PLUS** (2A)
- ☐ EQ/Small Company Index (97)
- ☐ EQ/Wells Fargo Advantage Omega Growth (83)

AXA Premier VIP Funds

- ☐ AXA Balanced Strategy Portfolio (7E)
- ☐ AXA Conservative Growth Strategy Portfolio (7F)
- ☐ AXA Conservative Strategy Portfolio (7G)
- ☐ AXA Growth Strategy Portfolio (2U)
- ☐ AXA Moderate Growth Strategy Portfolio (2V)
- ☐ AXA Aggressive Allocation (18)
- ☐ **AXA Conservative Allocation** (15)
- ☐ AXA Moderate Allocation (A3)
- ☐ **Multimanager Core Bond** (69)
- ☐ Multimanager Mid Cap Growth (59)

Must choose one of the following:

- ☒ Guaranteed Interest Option (GIO)
- ☐ Stable Value Fund

Variable Insurance Trust (Unaffiliated Trust)

- ☐ RSG BlackRock Global Allocation V.I. (3E)
- ☐ RSG Fidelity VIP Contrafund Service (AD)
- ☐ **RSG Fidelity VIP Investment Grade Bond Svc (AU)**
- ☐ RSG Franklin Strategic Income Securities (AV)
- ☐ RG Goldman Sachs VIT Mid Value Svc (1E)
- ☐ RSG Invesco V.I. International Growth (2R)
- ☐ RSG Ivy Funds VIP High Income (3I)

- ☐ RG MFS Var Ins Tr II International Value SC (1C)
- ☐ RSG MFS VIT Utilities SC (AY)
- ☐ RG PIMCO VIT Commodity Real Ret Strat Adv (1I)
- ☐ **RG PIMCO VIT Real Return Adv (5W)**
- ☐ **RG PIMCO VIT Total Return Adv (1H)**
- ☐ **RSG Templeton Global Bond Sec (AT)**

Outside Mutual Funds

American Century

- ☐ Heritage (4O)
- ☐ Mid Cap Value (4P)

BlackRock

- ☐ Basic Value (4J)
- ☐ Capital Appreciation (4Y)
- ☐ Equity Dividend (4Z)
- ☐ Health Sciences Ops (1K)
- ☐ Natural Resources (1J)

Columbia

- ☐ Acorn USA (D6)
- ☐ Balanced (4T)
- ☐ Contrarian Core (4U)
- ☐ Mid Cap Index (4V)
- ☐ Seligman Communications & Info (4X)
- ☐ Small Cap Index (4W)

DWS

- ☐ Large Cap Value (4L)
- ☐ RREEF Real Estate Securities (4M)
- ☐ Technology (4N)

Franklin Templeton

- ☐ Franklin Gold & Precious Metals (UF)
- ☐ Franklin Growth (5O)
- ☐ **Franklin High Income (UJ)**
- ☐ Franklin Small-Mid Cap Growth (UU)
- ☐ Franklin Utilities (5L)
- ☐ Mutual Financial Services (5P)
- ☐ Templeton Foreign (UX)
- ☐ Templeton Income (5M)
- ☐ Templeton World (5N)

Invesco

- ☐ Diversified Dividend Investor (5H)
- ☐ Energy (5J)
- ☐ Equally-Weighted S&P 500 (5G)
- ☐ Mid Cap Core Equity (GL)
- ☐ Special Value (5I)
- ☐ Van Kampen Small Cap Value (3W)

Janus

- ☐ Forty (K2)
- ☐ Overseas (KH)
- ☐ Triton (2E)
- ☐ Perkins Mid Cap Value (2N)

MFS

- ☐ International Growth (4G)
- ☐ Massachusetts Investors Growth Stock (DC)
- ☐ Massachusetts Investors Trust (DK)

Oppenheimer

- ☐ Developing Markets (OI)
- ☐ Global Opportunities (5Q)
- ☐ Rising Dividends (OG)

PIMCO

- ☐ International StocksPLUS TR Strategy (1F)
- ☐ Small Cap StocksPLUS TR (1G)

T. Rowe Price

- ☐ T. Rowe Price Retirement Funds
(Selecting this series counts as 11 funds toward your active and lifetime limits)
 - Retirement 2005 Fund (3J)
 - Retirement 2010 Fund (3K)
 - Retirement 2015 Fund (3L)
 - Retirement 2020 Fund (3M)
 - Retirement 2025 Fund (3N)
 - Retirement 2030 Fund (3O)
 - Retirement 2035 Fund (3P)
 - Retirement 2040 Fund (3Q)
 - Retirement 2045 Fund (3R)
 - Retirement 2050 Fund (3S)
 - Retirement 2055 Fund (3T)

Total Number of Investment Options Elected: _____
(excluding GIO or Stable Value Fund)

Retirement Gateway Investment Options Attachment

Employer Name: _____
Plan Name: _____

Please read before you elect your investment options:

- If the GIO is elected, the Stable Value Fund is not available. If the Stable Value Fund is elected, then the EQ/ Money Market Fund must be elected and the GIO is not available. The EQ/ Money Market Fund must be elected if any restricted investment options are elected. ***Note: Restricted Investment Options are listed in bold & italics.***
- The maximum number of investment options to be elected, excluding the GIO and Stable Value Fund, must not exceed 75 over the life of the Contract, and 40 at any one time. An investment option that is dropped counts toward the lifetime limit of 75.
- There are two different investment option line-ups and the Asset Charge annual rate is dependent upon which investment line-up is elected. Please see your Employer Disclosure Brochure for more details.

Automatic Investment: Complete this section ONLY if you added this feature to your Plan in the Services Recordkeeping Agreement. For Participant accounts, any investment option may be selected as the Default Fund. It is the plan sponsor's fiduciary obligation to determine the appropriate default fund(s) for the plan.

Default Option for Participant Account (Pick One):

- ☐ T. Rowe Price Retirement Funds

Contributions will be invested into the appropriate Target Date Fund based on the Participant's Date of Birth and assumed Retirement Age (AXA Equitable uses age 65); **if different you must provide us with your Plan's Retirement Age.** _____

- ☐ Custom Model: List Investment Option(s) and be sure to check the boxes below to elect them in your Plan.

Investment Option(s)

Percentage (must equal 100%)

Rebalancing Frequency: (circle one choice if more than one fund is selected)
Annually Semi-Annually Quarterly Monthly

EQ Advisors Trust

- ☒ EQ/AXA Franklin Small Cap Value Core (6E)
- ☐ EQ/Boston Advisors Equity Income (33)
- ☐ EQ/Common Stock Index (A5)
- ☐ ***EQ/Core Bond Index*** (96)
- ☐ EQ/Davis New York Venture (6O)
- ☐ EQ/Equity 500 Index (A6)
- ☐ EQ/Equity Growth PLUS (94)
- ☐ EQ/Franklin Templeton Allocation (6P)
- ☐ EQ/GAMCO Mergers & Acquisitions (25)
- ☐ EQ/GAMCO Small Company Value (37)
- ☐ ***EQ/Global Bond PLUS*** (5C)
- ☐ EQ/Global Multi-Sector Equity (78)
- ☐ EQ/International Core PLUS (88)
- ☐ EQ/International Growth (26)
- ☐ EQ/JPMorgan Value Opportunities (72)

- ☐ EQ/Large Cap Core PLUS (85)
- ☐ EQ/Large Cap Growth Index (82)
- ☐ EQ/Large Cap Growth PLUS (77)
- ☐ EQ/Mid Cap Index (55)
- ☐ EQ/Mid Cap Value PLUS (79)
- ☐ ***EQ/Money Market*** (A9)
- ☐ EQ/Montag & Caldwell Growth (34)
- ☐ EQ/Morgan Stanley Mid Cap Growth (08)
- ☐ EQ/Mutual Large Cap Equity (6N)
- ☐ EQ/Oppenheimer Global (6K)
- ☐ ***EQ/PIMCO Ultra Short Bond Portfolio*** (28)
- ☐ ***EQ/Quality Bond PLUS*** (2A)
- ☐ EQ/Small Company Index (97)
- ☐ EQ/Wells Fargo Advantage Omega Growth (83)

Must choose one of the following:

- ☐ Guaranteed Interest Option (GIO)
- ☐ Stable Value Fund

AXA Premier VIP Funds

- ☐ AXA Balanced Strategy Portfolio (7E)
- ☐ AXA Conservative Growth Strategy Portfolio (7F)
- ☐ AXA Conservative Strategy Portfolio (7G)
- ☐ AXA Growth Strategy Portfolio (2U)
- ☐ AXA Moderate Growth Strategy Portfolio (2V)

- ☐ AXA Aggressive Allocation (18)
- ☐ **AXA Conservative Allocation (15)**
- ☐ AXA Moderate Allocation (A3)

Variable Insurance Trust (Unaffiliated Trust)

- ☐ RSG BlackRock Global Allocation V.I. (3E)
- ☐ **RSG Fidelity VIP Investment Grade Bond Svc (AU)**
- ☐ **RSG Franklin Strategic Income Securities (AV)**
- ☐ RSG Invesco V.I. Global Real Estate (3F)
- ☐ RSG Invesco V.I. International Growth (2R)
- ☐ **RSG Ivy Funds VIP High Income (3I)**

Outside Mutual Funds

AllianceBernstein

- ☐ Small-Mid Cap Value (4K)

Columbia

- ☐ Dividend Income (4S)
- ☐ Multi-Advisor Small Cap Value (4R)
- ☐ Small Cap Growth (5X)

Franklin Templeton

- ☐ **Franklin High Income (UJ)**
- ☐ Franklin Utilities (5L)

Invesco

- ☐ Charter (5F)

Janus

- ☐ Enterprise (4I)
- ☐ Overseas (5Z)
- ☐ Triton (4H)

MFS

- ☐ Conservative Allocation (4C)
- ☐ Growth Allocation (4B)
- ☐ Growth (4F)
- ☐ Massachusetts Investors Trust (DK)
- ☐ Moderate Allocation (4D)

- ☐ **Multimanager Core Bond (69)**
- ☐ Multimanager Large Cap Core Equity (57)
- ☐ Multimanager Large Cap Value (58)
- ☐ Multimanager Mid Cap Growth (59)
- ☐ Multimanager Mid Cap Value (61)
- ☐ **Multimanager Multi-Sector Bond (4A)**

- ☐ RG Ivy Funds VIP Science and Technology (1B)
- ☐ RG PIMCO VIT Commodity Real Ret Strat Adv (1A)
- ☐ **RG PIMCO VIT Real Return Adv (5W)**
- ☐ RG T. Rowe Price Health Sciences (1D)
- ☐ **RSG Templeton Global Bond Sec (AT)**

Oppenheimer

- ☐ Developing Markets (5T)
- ☐ Gold and Special Minerals (5R)
- ☐ International Diversified (5U)
- ☐ International Growth (5V)
- ☐ Rising Dividends (5S)

T. Rowe Price

- ☐ Growth Stock (4Q)
- ☐ T. Rowe Price Retirement Funds
(Selecting this series counts as 11 funds
toward your active and lifetime limits)
 - Retirement 2005 Fund (3J)
 - Retirement 2010 Fund (3K)
 - Retirement 2015 Fund (3L)
 - Retirement 2020 Fund (3M)
 - Retirement 2025 Fund (3N)
 - Retirement 2030 Fund (3O)
 - Retirement 2035 Fund (3P)
 - Retirement 2040 Fund (3Q)
 - Retirement 2045 Fund (3R)
 - Retirement 2050 Fund (3S)
 - Retirement 2055 Fund (3T)

Total Number of Investment Options Elected: _____
(excluding GIO or Stable Value Fund)